



**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
MULTIPLE AWARD SCHEDULE (MAS)  
INFORMATION TECHNOLOGY LARGE CATEGORY**

**Contract Number: GS-35F-597GA**

Special Item Number 33411, Purchasing of New Electronic Equipment

Special Item Number 511210 , Software Licenses

Special Item Number 54151S , Information Technology Professional Services

*Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.*

**IDEMIA National Security Solutions, LLC**

675 North Washington Street, Suite 350

Alexandria, VA 22314-4913

Phone: (703) 797-2600

**Business Size / Status: Large**

**Period Covered by Contract: August 7, 2017 – August 6, 2022**

**Pricelist current through Modification #PO-0018, dated July 13, 2020.**

Products and ordering information in this Authorized FSS Multiple Award Schedule Pricelist are also available on the GSA Advantage! System ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)).



**Contract Holder**

## **SPECIAL ITEM NUMBER 33411 – PURCHASING OF NEW ELECTRONIC EQUIPMENT**

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc.), ancillary installation of any equipment purchased.

## **SPECIAL ITEM NUMBER 511210 – SOFTWARE LICENSES**

Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

## **SPECIAL ITEM NUMBER 54151S – INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.



**33411 STLOC, 511210 STLOC, 54151S STLOC:** Section 211 of the E-Government Act of 2002 (the Act) amended the Federal Property and Administrative Services Act to allow for "Cooperative Purchasing." Cooperative Purchasing allows for the Administrator of General Services to provide states and localities access to certain items offered through the General Services Administration's (GSA's) [Federal Supply Schedule 70](#), Information Technology (IT) Schedule contract. The information technology available to state and local governments includes automated data processing equipment (including firmware), software, supplies, support equipment, and services.



**33411 RC, 511210 RC, 54151S RC:** Section 833 of the National Defense Authorization Act allows state and local governments to purchase products and services to facilitate recovery from a major disaster. This includes advance and pre-positioning in preparation for a disaster.

## TABLE OF CONTENTS

GENERAL CONTRACT INFORMATION .....	2
GSA PRICING FOR SPECIAL ITEM NUMBER 33411 .....	4
GSA PRICING FOR SPECIAL ITEM NUMBER 511210 .....	5
GSA HOURLY RATES FOR SPECIAL ITEM NUMBER 54151S .....	7
SIN 54151S, LABOR CATEGORY DESCRIPTIONS .....	11
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS .....	16
BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE .....	17
BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS” .....	19
TPE PLATFORM END USER LICENSE AGREEMENT (EULA) .....	20
HELP-DESK MAINTENANCE TERMS AND CONDITIONS .....	24
MBSS SOFTWARE END-USER LICENSE AGREEMENT .....	29

## GENERAL CONTRACT INFORMATION

1a. Table of Awarded Special Item Numbers (SINs):

Please refer to GSA eLibrary ([www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov)) for detailed SIN descriptions

**33411, Purchasing of New Electronic Equipment**

**511210, Software Licenses**

**54151S, Information Technology Professional Services**

1b. Lowest Priced Model Number and Lowest Price: Please refer to our rates beginning on [page #4](#)

1c. Labor Category Descriptions: Please refer to [page #11](#)

2. Maximum Order: \$ 500,000.00

3. Minimum Order: \$ 100.00

4. Geographic Coverage: Domestic delivery only

5. Point of Production: Please refer to pricing table

6. Discount from List Price: All prices herein are net

7. Quantity Discounts: Quantity discounts are reflected in the pricing tables

8. Prompt Payment Terms: Net 30 days

9a. Government Purchase Card **is** accepted at or below the micro-purchase threshold.

9b. Government Purchase Card **is** accepted above the micro-purchase threshold.

10. Foreign Items: None

11a. Time of Delivery:	SIN	Delivery Time (days ARO)
	33411	30-60 days ARO
	511210	90 days ARO
	54151S	As negotiated at order level

11b. Expedited Delivery: Contact contractor for availability

11c. Overnight and 2-Day Delivery: Contact contractor for availability

11d. Urgent Requirement: Contact contractor for availability

12. F.O.B. Point: Destination

13a. Ordering Address: IDEMIA National Security Solutions LLC  
675 North Washington Street, Suite 350  
Alexandria, VA 22314-4913  
Phone: (703) 797-2600

13b. For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address: IDEMIA National Security Solutions LLC  
675 North Washington Street, Suite 350  
Alexandria, VA 22314-4913  
Phone: (703) 797-2600

15. Warranty Provision:	<p>All Live Scans offered are subject to a one (1) year commercial warranty period. Extended coverage may be purchased at the GSA price on a per annual basis.</p> <p>All RapIDs offered are subject to a ninety (90) day commercial warranty period.</p> <p>Please refer to the End User License Agreement and Software Maintenance Terms and Conditions included at the end of this pricelist for details on software warranty.</p>
16. Export Packing Charges:	Not Applicable
17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase level):	Governmentwide purchase card is accepted on orders in excess of the micro-purchase threshold, not to exceed the credit card limit.
18. Terms and conditions of rental, maintenance, and repair:	Please refer to the End User License Agreement and Software Maintenance Terms and Conditions included at the end of this pricelist
19. Terms and conditions of installation (if applicable):	Not Applicable
20. Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices:	Not Applicable
20a. Terms and conditions for any other services (if applicable):	Not Applicable
21. List of service and distribution points (if applicable):	Idemia NSS, 675 North Washington Street, Suite 350, Alexandria, VA 22314
22. List of participating dealers (if applicable):	Not Applicable
23. Preventative maintenance (if applicable)	Not Applicable
24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.):	Not Applicable
24b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location). The EIT standards can be found at: <a href="http://www.Section508.gov/">www.Section508.gov/</a>	Contact Contractor for more information.
25. Data Universal Number System (DUNS) Number:	179964747
26. IDEMIA National Security Solutions LLC <b>is</b> registered in the System for Award Management (SAM).	

## GSA PRICING FOR SPECIAL ITEM NUMBER 33411

Manufacturer	Part Number	Description	Quantity	GSA Price
MorphoTrust USA, LLC (IDEMIA)	TP-5600- CABINET	IDEMIA TouchPrint 5600 Cabinet	1	\$ 6,523.00
			2-5	\$ 6,287.00
			6+	\$ 5,894.00
MorphoTrust USA, LLC (IDEMIA)	MTop Slim V2	USB Fingerprint Scanner, FBI IAFIS IQS Appendix F Certification • Resolution: 500 dpi (horizontal and vertical) IP54 protection Connection and power feeding through USB 3.0 and USB 2.0 (700mA) • EMC/Safety Standards: CE, FCC • RoHS compliant • MTBF in excess of 50,000 hours Includes 1 year replacement warranty	\$ 2,841.00	

## GSA PRICING FOR SPECIAL ITEM NUMBER 511210

Manufacturer	Part Number	Description	Quantity	GSA Price
MorphoTrust USA, LLC (IDEMIA)	TPE Platform Server	Baseline Platform Model: Provides web-based, multi-modal central server platform. Includes capture station configuration control, store and forward, transaction monitoring and central biometric repository, high availability/ failover model	1	\$22,795.97
			2-9	\$19,000.00
			10+	\$12,000.00
MorphoTrust USA, LLC (IDEMIA)	TPE Platform Capture Application	TPE Search Capture License includes Face and Fingerprint, allows multiple captures per subject (unlimited records)	1	\$ 240.00
MorphoTrust USA, LLC (IDEMIA)	TPE Platform Premium Maintenance	TPE Platform Search Engine – Premium Maintenance Support: 24x7 help desk, 4-hour SLA, break/fix, remote monitoring and support. Maintenance: Patch, emergency fix, major/minor software version releases	Any	22.0% of license costs
IDEMIA	PS-SE-CAP-FR	Morpho Biometric Search Services Search Engine - Face Capacity License (per 1,000 records, one face per subject)	1-1000	\$ 240.00
			1001-10K	\$ 150.00
			10,001-100K	\$ 90.00
			100,001-1M	\$ 60.00
IDEMIA	PS-SE-CAP-FP	Morpho Biometric Search Services Search Engine - Fingerprint Capacity License (per 1,000 records, one set of finger prints per subject)	1-1000	\$ 240.00
			1001-10K	\$ 150.00
			10,001-100K	\$ 90.00
			100,001-1M	\$ 60.00
IDEMIA	PS-SE-CAP-PL	Morpho Biometric Search Services Search Engine - Palm Capacity License (per 1,000 records, one set of palm prints per subject)	1-1000	\$ 240.00
			1001-10K	\$ 150.00
			10,001-100K	\$ 90.00
			100,001-1M	\$ 60.00
IDEMIA	PS-SE-CAP-IR	Morpho Biometric Search Services Search Engine - Iris Capacity License (per 1,000 records, one set of irises per subject)	1-1000	\$ 240.00
			1001-10K	\$ 150.00
			10,001-100K	\$ 90.00
			100,001-1M	\$ 60.00
IDEMIA	PM-SE-MAINT	Annual Search Engine Maintenance MBSS Premium Maintenance: Support = 24x7 Help Desk, 4 hour SLA, Break/Fix, Remote Monitoring and Support; Maintenance: Patch, emergency fix, major/minor software version releases (Base and capacity)	Any	22.0% of license costs
IDEMIA	PS-SE-BASE-FR	Morpho Biometric Search Services Search Engine Base License Face (per gallery)	1	\$22,795.97
			2-9	\$19,000.00
			10+	\$12,000.00
IDEMIA	PS-SE-BASE - FP	Morpho Biometric Search Services Search Engine Base License Fingerprint, (per gallery)	1	\$22,795.97
			2-9	\$19,000.00
			10+	\$12,000.00

Manufacturer	Part Number	Description	Quantity	GSA Price
IDEMIA	PS-SE-CAP-IR	Morpho Biometric Search Services Search Engine Base License Iris (per gallery)	1	\$22,795.97
			2-9	\$19,000.00
			10+	\$12,000.00
IDEMIA	PS-SE-BASE-PL	Morpho Biometric Search Services Search Engine Base License Palm (per gallery)	1	\$22,795.97
			2-9	\$19,000.00
			10+	\$12,000.00



## GSA HOURLY RATES FOR SPECIAL ITEM NUMBER 54151S

Part Number	Labor Category Title	Year 1 08/07/17- 08/06/18	Year 2 08/07/18- 08/06/19	Year 3 08/07/19- 08/06/20	Year 4 08/07/20- 08/06/21	Year 5 08/07/21- 08/06/22
LC-APPLPRGR-2ASSOC	Application Programmer, Level 2, Associate	\$77.78	\$79.34	\$80.92	\$82.54	\$84.19
LC-APPLPRGR-2ASSOC- CLRD	Application Programmer, Level 2, Associate-Cleared	\$92.37	\$94.22	\$96.10	\$98.02	\$99.98
LC-APPLPRGR-3INTRM	Application Programmer, Level 3, Intermediate	\$121.54	\$123.97	\$126.45	\$128.98	\$131.56
LC-APPLPRGR-3INTRM- CLRD	Application Programmer, Level 3, Intermediate-Cleared	\$145.84	\$148.76	\$151.73	\$154.77	\$157.86
LC-APPLPRGR-4SNR	Application Programmer, Level 4, Senior	\$160.43	\$163.64	\$166.91	\$170.25	\$173.65
LC-APPLPRGR-4SNR- CLRD	Application Programmer, Level 4, Senior-Cleared	\$194.46	\$198.35	\$202.32	\$206.36	\$210.49
LC-BIOAPPENG-2ASSOC	Biometric Application Engineer, Level 2, Associate	\$121.54	\$123.97	\$126.45	\$128.98	\$131.56
LC-BIOAPPENG- 2ASSOCCLRD	Biometric Application Engineer, Level 2, Associate-Cleared	\$145.84	\$148.76	\$151.73	\$154.77	\$157.86
LC-BIOAPPENG-3INTRM	Biometric Application Engineer, Level 3, Intermediate	\$170.15	\$173.55	\$177.02	\$180.56	\$184.18
LC-BIOAPPENG- 3INTRMCLRD	Biometric Application Engineer, Level 3, Intermediate-Cleared	\$204.18	\$208.26	\$212.43	\$216.68	\$221.01
LC-BIOAPPENG-5EXPT	Biometric Application Engineer, Level 5, Expert	\$243.07	\$247.93	\$252.89	\$257.95	\$263.11
LC-BIOAPPENG- 5EXPTCLRD	Biometric Application Engineer, Level 5, Expert-Cleared	\$286.83	\$292.57	\$298.42	\$304.39	\$310.47
LC-BIOSYSADM-2ASSOC	Biometric Systems Administrator, Level 2, Associate	\$77.78	\$79.34	\$80.92	\$82.54	\$84.19
LC-BIOSYSADM-2ASSOC- CLRD	Biometric Systems Administrator, Level 2, Associate-Cleared	\$92.37	\$94.22	\$96.10	\$98.02	\$99.98
LC-BIOSYSADM-3INTRM	Biometric Systems Administrator, Level 3, Intermediate	\$121.54	\$123.97	\$126.45	\$128.98	\$131.56
LC-BIOSYSADM-3INTRM- CLRD	Biometric Systems Administrator, Level 3, Intermediate-Cleared	\$145.84	\$148.76	\$151.73	\$154.77	\$157.86
LC-BIOSYSADM-4SNR	Biometric Systems Administrator, Level 4, Senior	\$160.43	\$163.64	\$166.91	\$170.25	\$173.65
LC-BIOSYSADM-4SNR- CLRD	Biometric Systems Administrator, Level 4, Senior-Cleared	\$194.46	\$198.35	\$202.32	\$206.36	\$210.49
LC-BIOSYSENG-2ASSOC	Biometric Systems Engineer, Level 2, Associate	\$121.54	\$123.97	\$126.45	\$128.98	\$131.56
LC-BIOSYSENG-2ASSOC- CLRD	Biometric Systems Engineer, Level 2, Associate-Cleared	\$145.84	\$148.76	\$151.73	\$154.77	\$157.86
LC-BIOSYSENG-3INTRM	Biometric Systems Engineer, Level 3, Intermediate	\$170.15	\$173.55	\$177.02	\$180.56	\$184.18
LC-BIOSYSENG-3INTRM- CLRD	Biometric Systems Engineer, Level 3, Intermediate-Cleared	\$204.18	\$208.26	\$212.43	\$216.68	\$221.01
LC-BIOSYSENG-5EXPT	Biometric Systems Engineer, Level 5, Expert	\$243.07	\$247.93	\$252.89	\$257.95	\$263.11

Part Number	Labor Category Title	Year 1 08/07/17- 08/06/18	Year 2 08/07/18- 08/06/19	Year 3 08/07/19- 08/06/20	Year 4 08/07/20- 08/06/21	Year 5 08/07/21- 08/06/22
LC-BIOSYSENG-5EXPT-CLRD	Biometric Systems Engineer, Level 5, Expert-Cleared	\$286.83	\$292.57	\$298.42	\$304.39	\$310.47
LC-BUSALYST-2ASSOC	Business Analyst, Level 2, Associate	\$77.78	\$79.34	\$80.92	\$82.54	\$84.19
LC-BUSALYST-2ASSOC-CLRD	Business Analyst, Level 2, Associate-Cleared	\$92.37	\$94.22	\$96.10	\$98.02	\$99.98
LC-BUSALYST-3INTRM	Business Analyst, Level 3, Intermediate	\$111.81	\$114.05	\$116.33	\$118.65	\$121.03
LC-BUSALYST-3INTRM-CLRD	Business Analyst, Level 3, Intermediate-Cleared	\$136.12	\$138.84	\$141.62	\$144.45	\$147.34
LC-BUSALYST-4SNR	Business Analyst, Level 4, Senior	\$150.71	\$153.72	\$156.80	\$159.93	\$163.13
LC-BUSALYST-4SNR-CLRD	Business Analyst, Level 4, Senior-Cleared	\$184.74	\$188.43	\$192.20	\$196.05	\$199.97
LC-CNFGMGS-2ASSOC	Configuration Management Specialist, Level 2, Associate	\$87.51	\$89.26	\$91.05	\$92.87	\$94.72
LC-CNFGMGS-2ASSOC-CLRD	Configuration Management Specialist, Level 2, Associate-Cleared	\$102.09	\$104.13	\$106.21	\$108.34	\$110.51
LC-CNFGMGS-3INTRM	Configuration Management Specialist, Level 3, Intermediate	\$111.81	\$114.05	\$116.33	\$118.65	\$121.03
LC-CNFGMGS-3INTRM-CLRD	Configuration Management Specialist, Level 3, Intermediate-Cleared	\$131.26	\$133.89	\$136.56	\$139.29	\$142.08
LC-CNFGMGS-4SNR	Configuration Management Specialist, Level 4, Senior	\$121.54	\$123.97	\$126.45	\$128.98	\$131.56
LC-CNFGMGS-4SNR-CLRD	Configuration Management Specialist, Level 4, Senior-Cleared	\$145.84	\$148.76	\$151.73	\$154.77	\$157.86
LC-DBA-2ASSOC	Database Administrator, Level 2, Associate	\$77.78	\$79.34	\$80.92	\$82.54	\$84.19
LC-DBA-2ASSOC-CLRD	Database Administrator, Level 2, Associate-Cleared	\$92.37	\$94.22	\$96.10	\$98.02	\$99.98
LC-DBA-3INTRM	Database Administrator, Level 3, Intermediate	\$121.54	\$123.97	\$126.45	\$128.98	\$131.56
LC-DBA-3INTRM-CLRD	Database Administrator, Level 3, Intermediate-Cleared	\$145.84	\$148.76	\$151.73	\$154.77	\$157.86
LC-DBA-4SNR	Database Administrator, Level 4, Senior	\$160.43	\$163.64	\$166.91	\$170.25	\$173.65
LC-DBA-4SNR-CLRD	Database Administrator, Level 4, Senior-Cleared	\$194.46	\$198.35	\$202.32	\$206.36	\$210.49
LC-FSO-3INTRM-CLRD	Facility Security Officer, Level 3, Intermediate, Cleared		\$111.81	\$114.05	\$116.33	\$118.66
LC-IASECSPL-2ASSOC	Information Assurance/IT Security Specialist, Level 2, Associate	\$106.95	\$109.09	\$111.27	\$113.50	\$115.77
LC-IASECSPL-2ASSOC-CLRD	Information Assurance/IT Security Specialist, Level 2, Associate-Cleared	\$126.40	\$128.93	\$131.51	\$134.14	\$136.82
LC-IASECSPL-3INTRM	Information Assurance/IT Security Specialist, Level 3, Intermediate	\$160.43	\$163.64	\$166.91	\$170.25	\$173.65
LC-IASECSPL-3INTRM-CLRD	Information Assurance/IT Security Specialist, Level 3, Intermediate-Cleared	\$194.46	\$198.35	\$202.32	\$206.36	\$210.49
LC-IASECSPL-4SNR	Information Assurance/IT Security Specialist, Level 4, Senior	\$184.74	\$188.43	\$192.20	\$196.05	\$199.97
LC-IASECSPL-4SNR-CLRD	Information Assurance/IT Security Specialist, Level 4, Senior-Cleared	\$218.77	\$223.15	\$227.61	\$232.16	\$236.80
LC-PRGMGR-2ASSOC	Program Manager, Level 2, Associate	\$116.68	\$119.01	\$121.39	\$123.82	\$126.30
LC-PRGMGR-2ASSOC-CLRD	Program Manager, Level 2, Associate-Cleared	\$140.98	\$143.80	\$146.68	\$149.61	\$152.60

Part Number	Labor Category Title	Year 1 08/07/17- 08/06/18	Year 2 08/07/18- 08/06/19	Year 3 08/07/19- 08/06/20	Year 4 08/07/20- 08/06/21	Year 5 08/07/21- 08/06/22
LC-PRGMGR-3INTRM	Program Manager, Level 3, Intermediate	\$155.57	\$158.68	\$161.86	\$165.09	\$168.39
LC-PRGMGR-3INTRM-CLRD	Program Manager, Level 3, Intermediate-Cleared	\$189.60	\$193.39	\$197.26	\$201.21	\$205.23
LC-PRGMGR-4SNR	Program Manager, Level 4, Senior	\$194.46	\$198.35	\$202.32	\$206.36	\$210.49
LC-PRGMGR-4SNR-CLRD	Program Manager, Level 4, Senior-Cleared	\$243.07	\$247.93	\$252.89	\$257.95	\$263.11
LC-QASPEC-2ASSOC	Quality Assurance Specialist, Level 2, Associate	\$82.64	\$84.29	\$85.98	\$87.70	\$89.45
LC-QASPEC-2ASSOC-CLRD	Quality Assurance Specialist, Level 2, Associate-Cleared	\$97.23	\$99.17	\$101.16	\$103.18	\$105.24
LC-QASPEC-3INTRM	Quality Assurance Specialist, Level 3, Intermediate	\$116.68	\$119.01	\$121.39	\$123.82	\$126.30
LC-QASPEC-3INTRM-CLRD	Quality Assurance Specialist, Level 3, Intermediate-Cleared	\$140.98	\$143.80	\$146.68	\$149.61	\$152.60
LC-QASPEC-4SNR	Quality Assurance Specialist, Level 4, Senior	\$155.57	\$158.68	\$161.86	\$165.09	\$168.39
LC-QASPEC-4SNR-CLRD	Quality Assurance Specialist, Level 4, Senior-Cleared	\$184.74	\$188.43	\$192.20	\$196.05	\$199.97
LC-RESSCT-3INTRM	Research Scientist, Level 3, Intermediate	\$145.84	\$148.76	\$151.73	\$154.77	\$157.86
LC-RESSCT-3INTRM-CLRD	Research Scientist, Level 3, Intermediate-Cleared	\$175.01	\$178.51	\$182.08	\$185.72	\$189.44
LC-RESSCT-4SNR	Research Scientist, Level 4, Senior	\$218.77	\$223.15	\$227.61	\$232.16	\$236.80
LC-RESSCT-4SNR-CLRD	Research Scientist, Level 4, Senior-Cleared	\$267.38	\$272.73	\$278.18	\$283.75	\$289.42
LC-RESSCT-5EXPT	Research Scientist, Level 5, Expert	\$267.38	\$272.73	\$278.18	\$283.75	\$289.42
LC-RESSCT-5EXPT-CLRD	Research Scientist, Level 5, Expert-Cleared	\$315.99	\$322.31	\$328.76	\$335.33	\$342.04
LC-SME-3INTRM	Subject Matter Expert, Level 3, Intermediate	\$131.26	\$133.89	\$136.56	\$139.29	\$142.08
LC-SME-3INTRM-CLRD	Subject Matter Expert, Level 3, Intermediate-Cleared	\$155.57	\$158.68	\$161.86	\$165.09	\$168.39
LC-SME-4SNR	Subject Matter Expert, Level 4, Senior	\$179.87	\$183.47	\$187.14	\$190.88	\$194.70
LC-SME-4SNR-CLRD	Subject Matter Expert, Level 4, Senior-Cleared	\$213.90	\$218.18	\$222.54	\$226.99	\$231.53
LC-SME-5EXPT	Subject Matter Expert, Level 5, Expert	\$243.07	\$247.93	\$252.89	\$257.95	\$263.11
LC-SME-5EXPT-CLRD	Subject Matter Expert, Level 5, Expert-Cleared	\$286.83	\$292.57	\$298.42	\$304.39	\$310.47
LC-SRVCDISK-1JNR	Service Desk, Level 1, Junior	\$34.03	\$34.71	\$35.40	\$36.11	\$36.84
LC-SRVCDISK-2ASSOC	Service Desk, Level 2, Associate	\$43.75	\$44.63	\$45.52	\$46.43	\$47.36
LC-SRVCDISK-3INTRM	Service Desk, Level 3, Intermediate	\$72.92	\$74.38	\$75.87	\$77.38	\$78.93
LC-TECHWRTER-1JNR	Technical Writer, Level 1, Junior	\$72.92	\$74.38	\$75.87	\$77.38	\$78.93
LC-TECHWRTER-1JNR-CLRD	Technical Writer, Level 1, Junior-Cleared	\$87.51	\$89.26	\$91.05	\$92.87	\$94.72
LC-TECHWRTER-2ASSOC	Technical Writer, Level 2, Associate	\$92.37	\$94.22	\$96.10	\$98.02	\$99.98
LC-TECHWRTER-2ASSOC-CLRD	Technical Writer, Level 2, Associate-Cleared	\$111.81	\$114.05	\$116.33	\$118.65	\$121.03
LC-TECHWRTER-3INTRM	Technical Writer, Level 3, Intermediate	\$116.68	\$119.01	\$121.39	\$123.82	\$126.30
LC-TECHWRTER-3INTRM-CLRD	Technical Writer, Level 3, Intermediate-Cleared	\$140.98	\$143.80	\$146.68	\$149.61	\$152.60

Part Number	Labor Category Title	Year 1 08/07/17- 08/06/18	Year 2 08/07/18- 08/06/19	Year 3 08/07/19- 08/06/20	Year 4 08/07/20- 08/06/21	Year 5 08/07/21- 08/06/22
LC-TESTENG-2ASSOC	Test Engineer, Level 2, Associate	\$97.23	\$99.17	\$101.16	\$103.18	\$105.24
LC-TESTENG-2ASSOC- CLRD	Test Engineer, Level 2, Associate-Cleared	\$116.68	\$119.01	\$121.39	\$123.82	\$126.30
LC-TESTENG-3INTRM	Test Engineer, Level 3, Intermediate	\$121.54	\$123.97	\$126.45	\$128.98	\$131.56
LC-TESTENG-3INTRM- CLRD	Test Engineer, Level 3, Intermediate-Cleared	\$145.84	\$148.76	\$151.73	\$154.77	\$157.86
LC-TESTENG-4SNR	Test Engineer, Level 4, Senior	\$160.43	\$163.64	\$166.91	\$170.25	\$173.65
LC-TESTENG-4SNR-CLRD	Test Engineer, Level 4, Senior-Cleared	\$194.46	\$198.35	\$202.32	\$206.36	\$210.49
LC-TRAINER-2ASSOC	Trainer, Level 2, Associate		\$116.68	\$119.01	\$121.39	\$123.82
LC-TRAINER-2ASSOC- CLRD	Trainer, Level 2, Associate, Cleared		\$136.12	\$138.84	\$141.62	\$144.45
LC-TRAINER-3INTRM	Trainer, Level 3, Intermediate		\$150.71	\$153.72	\$156.79	\$159.93
LC-TRAINER-3INTRM- CLRD	Trainer, Level 3, Intermediate, Cleared		\$179.87	\$183.47	\$187.14	\$190.88
LC-TRAINER-4SNR	Trainer, Level 4, Senior		\$228.49	\$233.06	\$237.72	\$242.47
LC-TRAINER-4SNR-CLRD	Trainer, Level 4, Senior, Cleared		\$277.10	\$282.65	\$288.30	\$294.06

## SIN 54151S, LABOR CATEGORY DESCRIPTIONS

**IDEMIA National Security Solutions, LLC** has structured its labor categories to provide customers with the flexibility to acquire the specific skills, education, and experience levels that are appropriate for their requirements. Seventeen (17) specialized categories are identified, each with multiple levels that reflect increasing education and experience.

Each labor category is presented in terms of a broad category-based description of the functional responsibilities. Each of the levels identifies the minimum education and general experience required. As personnel advance through the levels of a category, the complexity and scope of the tasks they work on increases. Management responsibilities, including potentially supervising other staff, may also increase.

### *Labor Category Levels, Minimum Required Education and Years of Experience*

The matrix below defines the minimum years of experience required for each of the five levels as a function of the maximum level of education the employee has completed. This reflects IDEMIA National Security Solutions commercial education/experience substitution methodology. For example, in order to qualify as Level 3, a person with a Bachelor's Degree must have at least four years of experience, whereas someone with a PhD only needs to have one year of experience.

Level	Description	HS/GED	Associates	Bachelors	Masters	PhD
1	Junior	2	0	0	0	0
2	Associate	4	2	0	0	0
3	Intermediate	8	6	4	2	1
4	Senior	12	10	8	6	3
5	Expert	14	12	10	8	5

### *Labor Category Descriptions*

Category	Functional Description
<b>Application Programmer</b>	Designs, develops, enhances, debugs, and implements software. Troubleshoots production problems related to software applications. Researches, tests, builds, and coordinates conversion and/or integration of new products based on client requirements. Evaluates effectiveness. Addresses problems of systems integration, compatibility, and multiple platforms. Consults with project teams and end-users to identify application requirements. Performs feasibility analysis on potential future projects to management. Assists in evaluation and recommendation of application software packages, application integration, and testing tools. Resolves problems with software and responds to suggestions for improvements and enhancements. Participates in development of software user manuals and technical reports. May design and develop new software products or major enhancements to existing software. May act as team leader on projects. May instruct, assign, direct, and check work of others on development team.
<b>Biometric Application Engineer</b>	Designs, develops, enhances, debugs, and implements software. Troubleshoots production problems related to biometric software applications. Researches, tests, builds, and coordinates conversion and/or integration of new products based on client requirements. Designs and develops new software products or major enhancements to existing software. Evaluates effectiveness. Addresses problems of systems integration, compatibility, and multiple platforms. Consults with project teams and end-users to identify application requirements. Performs feasibility analysis on potential future projects to management. Assists in evaluation and recommendation of application software packages, application integration, and testing tools. Resolves problems with software and responds to suggestions for improvements and enhancements. Participates in development of software user manuals and technical reports. May act as team leader on projects. May instruct, assign, direct, and check work of others on development team.

Category	Functional Description
<b>Biometric Systems Administrator</b>	<p>Provides support for implementation, troubleshooting, and maintenance of biometric systems. Provides support to biometric IT systems including: day-to-day operations, monitoring, and problem resolution for all client problems. Provides second-level problem identification, diagnosis, and resolution of problems. Provides support for dispatch system and hardware problems and remains involved in resolution process. Provides support for escalation and communication of status to client management and internal customers. May manage biometric IT system infrastructure and any processes related to these systems.</p> <p>Must possess experience in one or more systems and architectures and associated hardware: mainframe, mini, or client/server based.</p>
<b>Biometric Systems Engineer</b>	<p>Analyzes and develops biometric computer systems possessing a wide range of capabilities, including numerous engineering, business, and records-management functions. Analyzes user interfaces, maintains hardware and software performance tuning, analyzes workload and computer usage, maintains interfaces with outside systems, analyzes downtimes, and analyzes proposed system modifications, upgrades, and new COTS. Analyzes problem and information to be processed. Defines problem and develops system requirements and program specifications from which programmers prepare detailed flow charts, programs, and tests. Coordinates with Program Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. May provide daily supervision and direction to support staff. May develop plans for biometric information systems from project inception to conclusion. May provide technical and administrative direction for personnel performing software development tasks, including review of work products for correctness, adherence to design concept and to user standards, and for progress in accordance with schedules.</p>
<b>Business Analyst</b>	<p>Analyzes user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Possesses knowledge and experience in requirements and integration. Works with engineers on systems integration. Under supervision or independently completes functional analysis for new features; documents functional and system requirements; and produces supporting artifacts, including user stories and acceptance criteria, story maps, data flows, and process flows. Solves business challenges independently or cooperatively, either by creating solution designs or facilitating activities with technical team. Able to address changes to requirements and facilitate dialog across teams when issues and challenges are encountered to ensure end product is delivered as specified. May operate across multiple projects simultaneously and perform a variety of tasks from addressing production issues to designing new applications. May identify resources required for each task. May provide daily supervision and direction to support staff. May take responsibility for overall application development lifecycle, including ensuring that project deliverables meet or exceed policies, procedures, and standards.</p>



Category	Functional Description
<b>Configuration Management Specialist</b>	<p>Responsible for configuration management issues associated with maintaining and controlling all hardware inventory, documentation, product releases, and software configuration management. Works closely with Configuration Control Board in defining and implementing procedures for releasing new products throughout entire life cycle. Provides change management and product configuration management guidance. Describes provisions for configuration identification, change control, configuration status accounting, and configuration audits. Identifies and maintains original configuration of requirements documentation, design documentation, software, and related documentation. Responsible for configuration change control. Regulates change process so only approved and validated changes are incorporated into product documents and related software. Responsible for configuration status accounting. Tracks problems and changes in product documents and software and reports changes and current configuration. Supports audits to verify that requirements of all baselines have been met by as-built software. Supports software quality assurance process audits. May be responsible for configuration management planning and configuration audits.</p>
<b>Database Administrator</b>	<p>Provides all activities related to administration of computerized databases. Able to communicate with management, technicians, and end-users to evaluate need prior to development of automated solution. Prepares detailed reports that may include system requirements such as concurrent usage factors, data storage requirements, and response rates. Discusses procedures for processing data through use of database management systems (DBMS), including relational data bases. Projects requirements for database administration and design in conjunction with managers in information systems function. Directs or assists in designing, creating, and maintaining databases in client/server environment. Conducts quality control and auditing of databases in client/server environment to ensure accurate and appropriate use of data. Advises users on access to various client/server databases. Directs or assists in designing, implementing, and maintaining databases with respect to access methods, access time, device allocation, validation checks, organization, protection and security, documentation, and statistical methods. Applies knowledge and experience with database technologies, development methodologies, and front-end (e.g., COGNOS)/back-end programming languages (e.g., SQL). Performs database programming and supports systems design. Includes maintenance of database dictionaries, overall monitoring of standards and procedures, file design and storage, and integration of systems through database design. Evaluates database design tradeoffs, impacts on user expectations, performance levels, and space allocation requirements.</p>
<b>Facility Security Officer</b>	<p>Facility Security Officer possess skills/knowledge of E-QIP / EPSQ/JPAS/ACAVS and other security software in the performance of assigned duties; performing required self-inspections of security programs; coordinating with the parent organizations on security matters; managing and implementing physical security safeguards for the protection of personnel and property; preparing and maintains policy and procedures for handling, storing, and keeping records, and for granting personnel and visitor access requests.</p>
<b>Information Assurance / IT Security Specialist</b>	<p>Provides support to plan, coordinate, and implement organization's information security. Provides support for facilitating and helping clients identify current security infrastructure and define future programs, design, and implementation of security related to IT systems. Gathers and organizes technical information about organization's mission goals and needs, existing security products, and ongoing programs in MLS arena. Performs risk analyses, which also includes risk assessment. May serve as Information System Security Officer. May provide daily supervision and direction to staff. May oversee efforts of security staff to design, develop, engineer, and implement solutions to security requirements. May be responsible for implementation and development of IT security.</p> <p>Working knowledge of several of following areas is required: understanding of business security practices and procedures; knowledge of current security tools available; hardware/software security implementation; different communication protocols; encryption techniques/tools; familiarity with commercial products, and current Internet/EC technology.</p>

Category	Functional Description
<b>Program Manager</b>	<p>Organizes, directs, and manages contract operation support functions, which may involve multiple, complex and inter-related project tasks. Manages teams of contract support personnel at multiple locations. Maintains and manages client interface at senior levels of client organization. Meets with customer and contractor personnel to formulate and review task plans and deliverable items. Ensures conformance with program task schedules and costs. Establishes and maintains technical and financial reports to show progress of projects to management and customers and oversee successful completion of all assigned tasks on time and within budget. Supports quality improvement initiatives by documenting processes, analyzing trends and patterns in risk activity, recognizing lessons learned, and coordinating data collection and reporting efforts. May organize and delegate tasks to subordinates. May act as advisor to program team regarding projects, tasks, and operations. May ensure proper performance of tasks necessary to effectuate most efficient and effective execution of the contract. May be responsible for coordinating and monitoring subcontractor activities.</p> <p>Levels 3 and above are required to hold and maintain a Project Management certificate.</p>
<b>Quality Assurance Specialist</b>	<p>Develops and implements quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in computer-based organization. Develops and defines major and minor characteristics of quality, including quality metrics and scoring parameters, and determines requisite quality control resources. Establishes and maintains a process for evaluating hardware, software, and associated documentation and/or assists in evaluation. Conducts and/or participates in formal and informal reviews at pre-determined points throughout development life cycle. Manages tests of software to ensure proper operation and freedom from defects. Prepares and presents technical and management presentations and briefings. May supervise QA engineers through planning and execution of procedures to ensure all information systems products and services meet organization standards and end-user requirements. May oversee Corrective Action Reporting Programs.</p>
<b>Research Scientist</b>	<p>Demonstrates ability to analyze complex problems, research and synthesize data, and propose unique solutions or alternatives. Familiar with standards and measurements of performance. Extract data from various sources as required. Compiles, normalizes, and analyzes data to support specific project requirements. Acquires, processes, and refines data sets from various sources; utilizing computer programming where necessary. Analyzes, evaluates, and assesses quantitative data (using statistical software, computer models, software languages, or mathematical models) to contribute to or develop software tools, analytic models, or reports. Provides interpretation of data in context of project requirement. Presents data and analysis in clear and concise manner. Prioritizes and plans research and other projects; establish project goals. With minimal supervision, provides accurate and timely data analysis in support of initiatives and priorities. Determines and employs most appropriate research design for data collection and analysis. May present in meetings with customers and with senior management when necessary.</p>
<b>Subject Matter Expert</b>	<p>Develops requirements from project's inception to conclusion for a particular IT subject matter area (i.e., simple to complex systems). Assists other project members with analysis and evaluation and with preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts in following specialties: information systems architecture; networking; telecommunications; automation; communications protocols; risk management/ electronic analysis; software; life-cycle management; software development methodologies; modeling and simulation; disaster recovery; and requirements management.</p>



Category	Functional Description
<b>Service Desk</b>	Works in Customer Care Center. Provides Tier-1 and Tier-2 technical support services to caller as appropriate to attempt to resolve customer technical support issues either over phone (by talking caller through troubleshooting steps or other processes to investigate and resolve), or through Remote Connect methods (remotely connecting and taking control of caller's workstation to investigate and resolve). Escalates appropriately to Field Service Technicians or Third-Party Service Providers using defined service zone and technician coverage procedures. Logs all customer service requests using the Support Desk Service Management System, to create a complete record of all service requests, and tracks all actions taken through life-cycle of service request to final resolution. Will develop knowledge in ITIL processes and ITSM systems. Follows ITIL-based process and procedures and escalate for technical assistance. May validate and coordinate all scheduled maintenance. May manage property, assets, and updating inventory. May advise and make recommendations to management concerning infrastructure and related issues.
<b>Technical Writer</b>	Gathers, analyzes, translates, and composes technical information into clear, readable documents to be used by technical and non-technical personnel. Composes technical documents including, user's manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user's manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures use of proper technical terminology. Selects photographs, drawings, sketches, diagrams, and charts to illustrate material. Arranges for duplication, and distribution of material if needed. Assists in laying out material for publication. May lead and direct work of others. May manage multiple assignments simultaneously, while working independently and with other writers.
<b>Test Engineer</b>	Performs formal system testing activities for particular project or subset of larger project. Performs analysis of documented user requirements and directs or assists in design of test plans in support of user requirements for software or IT systems. May participate in all phases of risk management assessment and software/hardware development. Responsible for ensuring that test design and documentation support all applicable clients, agency, or industry standards time lines and budgets. Responsible for ensuring that testing conclusions and recommendations are fully supported by test results, and project managers are fully informed of testing status and application deviations from documented user requirements.
<b>Trainer</b>	Responsibilities will vary but may include any of the following or similar: conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs; prepares instructor and student materials (course outline, background material, and training aids); trains personnel by conducting formal classroom courses, workshops, and seminars.

## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

### PREAMBLE

**IDEMIA National Security Solutions, LLC** provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

### COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged, veteran or service disabled veteran, HUBZone and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact [info@idemia-nss.com](mailto:info@idemia-nss.com).

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and IDEMIA National Security Solutions LLC enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract GS-35F-597GA.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity                      Date

\_\_\_\_\_  
Contractor                              Date

BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number GS-35F-597GA, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER

\*SPECIAL BPA DISCOUNT/PRICE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

## BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.

## **END-USER LICENSE AGREEMENT**

*for*  
**TPE Platform System Software**

**IMPORTANT - READ CAREFULLY:** This End-User License Agreement (“**EULA**”) is a legal agreement between you (hereafter “**Licensee**”) and MorphoTrust USA, LLC (“**MorphoTrust**” or “**Licensor**”) for Licensor’s proprietary **TPE Platform system software** which includes any and all associated media provided and otherwise delivered and made available to Licensee (collectively the “**Software**”). By signing any agreement that incorporates this EULA, Licensee agrees to be bound by the terms of this EULA.

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- B. use the Documentation solely in furtherance of Licensee’s use of the Software; and
- C. make one (1) archival copy of the Software for disaster recovery purposes.

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**4. LIMITED WARRANTY.** Licensor hereby warrants that the Software will perform materially in accordance with Licensor's written specifications for the applicable platform for a period of one (1) year from the date of Licensor's delivery of the Software to Licensee or an authorized party in Licensor's distribution channel. This limited warranty does not apply to any hardware components of the computer system on which the Software is installed.

**5. DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS EULA, LICENSOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THEIR EQUIVALENTS UNDER LAWS OF ANY JURISDICTION, WITH REGARD TO THE SOFTWARE AND DOCUMENTATION. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

**6. LICENSEE'S REMEDIES.** If Licensor confirms that the copy of the Software delivered by Licensor does not perform as warranted by Licensor, then Licensor will use reasonable commercial efforts to correct or repair the Software and deliver a corrected and warranty compliant version to Licensee. Delivery of a corrected version of the Software does not extend or otherwise modify the original one year period of the Licensor's warranty for the Software. If Licensor, despite using reasonable commercial efforts, determines that it is unable to correct warranty issues with the Software within a commercially reasonable period of time, then Licensor shall so notify Licensee and Licensor's entire liability and Licensee's sole

and exclusive remedy shall be, at Licensor's option, either: (a) for Licensor to accept a return of the defective Software from Licensee and refund to Licensee the price paid to Licensor for the defective Software, or (b) deliver a replacement version of software to Licensee that contains no less than the same amount and level of functionality and performance as reflected in the Licensor's specifications for the Software. Any replacement software provided to Licensee will be warranted by Licensor for the remainder of the original warranty period for the Software. Outside the United States, neither these remedies nor any product support services offered by MorphoTrust are available without proof of purchase of a license to the Software.

**7. LIMITATION OF LIABILITY.** LICENSOR'S AGGREGATE LIABILITY TO LICENSEE UNDER ANY CASE, CONTROVERSY OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS EULA AND THE PARTIES' AGREEMENTS WITHIN WHICH THE SOFTWARE IS A DELIVERABLE COMPONENT SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID TO LICENSOR FOR THE SOFTWARE AS A COMPONENT OF THE OVERALL SYSTEM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY 3 OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF A REPRESENTATIVE OF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER



FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

## **8. TERMINATION.**

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Licensor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

## **9. U.S. GOVERNMENT RESTRICTED**

**RIGHTS.** The Software is commercial computer software that is provided to Licensee, including derivative works, with RESTRICTED RIGHTS. Use, duplication or disclosure to the United States Government is subject to the restrictions as set forth in Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies, as applicable. Accordingly, you will have the License rights contained in Sections 1 and 2 of this EULA, and no greater rights in the Software except as may be expressly agreed to in writing by you and MorphoTrust.

## **10. U.S. GOVERNMENT REQUIRED**

**FLOWDOWN PROVISIONS.** MorphoTrust operates its business under the terms and conditions of a National Security Agreement (“NSA”) with the United States Government. The following provisions are required by MorphoTrust to be included in this form of agreement:

A. If under this EULA, Licensor provides Licensee with Licensor developed software in furtherance of Licensee's contract with any U.S. Federal, state or local government entity, then unless agreed in advance and in writing by Licensor's Chief Security Officer or Chief Compliance Officer, Licensee shall not provide, share, allow access to, or otherwise disclose any such Licensor developed software to anyone not employed by Licensor or the U.S. Federal, state or local government entity customer of Licensee.

B. Any consulting services that are provided by third parties to Licensor require the advance written approval of the United States Government. If Licensee is being engaged by Licensor to provide consulting services, then Licensee agrees that it shall not begin to provide consulting services to or on behalf of Licensor unless and until Licensor's Chief Security Officer or Chief Compliance Officer provides Licensee with written notice that Licensee may begin to provide such services, and that Licensee's commencement of services before such Licensor notification shall constitute a material breach of this EULA by Licensee. If Licensee receives written notice from Licensor of the U.S. Government's approval, such notice may include additional terms and conditions that the U.S. Government requires be imposed upon Licensor and Licensee for Licensee's rendering of the consulting services. Licensee agrees that its acceptance of these additional terms and conditions is made by either (1) Licensee commencing performance of its consulting services at any time after receiving such notice from Licensor, or (2) notifying Licensor in writing that Licensee accepts such additional terms and conditions.

C. In the course of Licensee's rendering of services to or on behalf of Licensor, no Licensee U.S. citizen personnel using individual or collective DMV (or equivalent agency) records or other U.S. Federal, state or local government entity databases may make data inquiries, compilations, or cross-references of any U.S. Government contract information (including, but not limited to, all data and information obtained or accessed pursuant to the Government contract, law enforcement information, U.S. and foreign citizen personally



identifiable information, software, source code, technology and trade secrets, passport and border crossing card stock or other security features and related consumable items), unless directly requested by the local, state, or Federal entities themselves. Any data inquiries, compilations, or cross-references of U.S. Government contract information across more than one state database shall require the approval in writing of the U.S. Government. If Licensee learns of any unauthorized disclosure of such U.S. Government contract information to any Licensee, such breach or suspected breach shall be immediately reported by Licensee to Licensor's Chief Compliance Officer or Chief Security Officer.

**11. SOFTWARE UPDATES.** During the term of the Software warranty, Licensor may provide Licensee with one or more generally released updates to the Software. Licensee agrees to use reasonable efforts to qualify, test, and install such updates and acknowledges and agrees that not installing a warranty related update might affect Licensor's ability to provide continued warranty support for the Software. The License terms contained in Section 1 of this EULA govern Licensee's use of all Software updates that may be provided by Licensor.

**12. SOFTWARE SUPPORT SERVICES.** Licensor may offer maintenance and support services for the Software during or after expiration of the Licensor's warranty for the Software. The terms of any Licensor's maintenance and support services for the Software are contained in Licensor's separate

form of Software maintenance and support agreement.

### **13. GOVERNING LAW / VENUE.**

A. Reserved.

B. If the U.S. Government is a party to this EULA, this EULA shall be governed by the Federal laws of the United States and interpreted in accordance with the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at 48 C.F.R § 52.233-1, which is incorporated in this EULA by reference.

### **14. ENTIRE AGREEMENT / AMENDMENT.**

The entire understanding between Licensor and Licensee concerning the License of the subject matter hereof is contained in this EULA, together with the underlying GSA Schedule Contract, Schedule Pricelist and Purchase Order(s). This EULA supersedes all prior and contemporaneous communications and agreements with respect to such subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this EULA. This EULA cannot be changed, modified, or amended except by an instrument in writing executed by both Licensor and Licensee.

## HELP-DESK MAINTENANCE TERMS AND CONDITIONS

### MORPHOTRUST USA, LLC HELP-DESK MAINTENANCE TERMS AND CONDITIONS

*for use with*  
**End User Customers and Resellers**  
*covering*  
**MorphoTrust® Software Products**

#### I. GENERAL SCOPE OF COVERAGE

MorphoTrust USA, LLC ("**MorphoTrust**"), or its authorized agents or subcontractors, shall provide the customer ("**Customer**") with support services ("**Services**") for the software ("**Software**") in accordance with the terms herein (this "**Agreement**") and as set forth in the current Help-Desk Maintenance Terms and Conditions Addendum ("**Addendum**") between MorphoTrust and the Customer. The terms of the Addendum are hereby attached to this Agreement.

#### II. HELP DESK SUPPORT SERVICES

The Services provided by MorphoTrust are as follows:

A. Unlimited telephone and email support for reporting Software issues to the MorphoTrust TouchCare Support Center (the "**Help Desk**") via telephone or email (see Section IV herein). MorphoTrust's Help Desk is available on a 24/7 basis for the reporting of Software issues. MorphoTrust's Help Desk is staffed with trained Software support specialists during MorphoTrust's standard business hours of 6:00 AM to 6:00 PM CST, five days per week (Monday through Friday), excluding MorphoTrust's recognized holidays. Customer will receive a telephone or e-mail response, as appropriate, within four (4) business hours from the time the Customer's request for support was logged by the MorphoTrust Help Desk during MorphoTrust's standard business hours. [By way of illustration only, a Customer call placed at 7:00 a.m. CST on a MorphoTrust work day would be returned by no later than 11:00 a.m. CST that same day. By way of further illustration, a Customer call placed at

5:30 p.m. Central on a weekday would be returned no later than 9:30 a.m. Central the next MorphoTrust work day.]

B. MorphoTrust shall provide Customer with reasonable technical assistance concerning the following via telephone, e-mail or facsimile:

(i) MorphoTrust will determine if the problems the Customer is encountering are attributable to errors in the Software;

(ii) MorphoTrust will answer questions concerning installation of the Software in the form originally delivered and installed, if applicable, by MorphoTrust; and

(iii) MorphoTrust will seek to resolve Customer's problems that occur during normal usage of the Software.

Notwithstanding the foregoing, if MorphoTrust determines that Customer requires ongoing help with a particular problem which is not caused by errors in the Software, or is outside the scope of the original Statement of Work, MorphoTrust may, in its sole discretion, refer Customer to MorphoTrust's professional services support group, and MorphoTrust shall notify customer and provide an invoice for any additional fee(s).

C. MorphoTrust will use reasonable commercial efforts to remedy any programming error in the Software covered hereunder which is solely attributable to MorphoTrust and prevents the Software from substantially conforming to MorphoTrust's specifications for the Software. Such remedy may consist of correcting portions of the Software, or communication to Customer of

a workaround which gives Customer the ability to achieve substantially the same functionality as would be obtained without the programming error, as determined by MorphoTrust.

D. MorphoTrust shall make available to Customer one (1) copy of any Software Updates in object code and one (1) set of user manual Updates (if applicable) for each copy of the Software licensed by Customer, as the Updates become available for general release and to the extent such Updates apply to Software covered by this Agreement. The term “**Updates**” means modifications, corrections, bug fixes, or additions to the Software or documentation (which is generally denoted by MorphoTrust as a change to one or more numbers to the right of the decimal point) for which MorphoTrust does not charge an additional fee to licensees who are similarly situated to Customer. The term “Updates” does not include any upgrades to the Software (which is generally denoted by MorphoTrust as a change to one or more numbers to the left of the decimal point).

E. The Customer shall have the following responsibilities under this Agreement:

(1) Customer’s request for support shall describe the problem with the Software in sufficient detail to enable MorphoTrust to understand and duplicate or recreate the problem. Customer shall provide the following information to MorphoTrust when submitting its request for support:

- (a) Customer installed address, account number, product and serial number (as may be shown on the front page of the Addendum), product registration number, license number or incident number, if applicable;
- (b) name and version number of Software;
- (c) exact wording of error messages;
- (d) recital of steps taken by Customer before the problem occurred;
- (e) a list of steps taken by Customer in attempting to resolve the problem; and

(f) appropriate log files as may be requested by MorphoTrust. MorphoTrust reserves the right to request such further information as MorphoTrust reasonably deems necessary.

(2) Customer agrees to incorporate the Updates as soon as practicable and acknowledges that failure to incorporate such Updates may make subsequent Updates unusable.

(3) Customer shall designate a named contact person per installation who will receive all corrections, Updates, correspondence, and other communications concerning the Software, and will notify MorphoTrust in writing of any change in the contact person.

### III. EXCLUSIONS FROM SERVICES

The Services consist of those services that are expressly described herein. In no event shall the Services include any of the following:

- MorphoTrust’s obligations of support are limited to the current and two (2) previous updated versions of the Software.
- MorphoTrust’s obligations of support shall only apply for the duration of the term of this agreement, including the duration of any mutually-agreed upon renewals per Section V.
- MorphoTrust’s obligations are dependent upon Customer providing MorphoTrust with sufficient information to enable MorphoTrust to reproduce the reported errors with the Software.
- Correction of errors that are due to a breach by Customer of the terms of Customer’s Software license shall be considered additional work and MorphoTrust will invoice Customer for that work in accordance with the GSA Schedule Pricelist, or which cannot be remedied due to either the operational characteristics of the computer equipment on which the Software is used or to any modifications to the Software made by Customer.
- In the event MorphoTrust agrees to correct any errors not covered by this Agreement, Customer and MorphoTrust shall modify any relevant agreements to reflect such work, and MorphoTrust shall invoice Customer for all such work at MorphoTrust’s

then-current standard time and materials charges.

- MorphoTrust shall have no obligation of supporting Customer with errors that are reported with items other than the Software itself.
- Additional services beyond the level of Service originally ordered by Customer.
- Support or troubleshooting for Customer provided communication networks.
- Support required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by MorphoTrust to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Support required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means.

#### IV. SERVICE CALLS

Customer may contact MorphoTrust's TouchCare Support Center by calling **1-888-HELP-IDX (888-435-7439)** in the U.S. and Canada, or outside the U.S. and Canada at **952-945-5512**, e-mailing [idxsupport@L1id.com](mailto:idxsupport@L1id.com) or faxing MorphoTrust's Help Desk at 952-945-5500. MorphoTrust's Help Desk will place the Customer's call in the escalated support queue for response by the appropriate MorphoTrust support personnel during MorphoTrust's normal business hours.

#### V. TERM AND TERMINATION

This term of this Agreement shall commence upon MorphoTrust's receipt of the annual support fee reflected in the Addendum and shall continue for a period of either one (1) year or the period agreed upon in the Government Purchase Order (to include any option periods, if exercised). If the Customer is a U.S. Government agency, department, or instrumentality, termination terms and conditions shall be governed by 48 C.F.R. 52.212-4 (l) and (m).

#### VI. FEES FOR SERVICES

A. The initial fee for Services under this Agreement shall be the amount set forth in

the Government Purchase Order. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of MorphoTrust's invoice for such charges, unless the parties mutually agree or have agreed upon different payment terms. MorphoTrust shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

B. If Customer is a U.S. Government agency, department, or instrumentality, then the parties' rights under such a dispute will be governed by and interpreted in accordance with the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109).

#### VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

MorphoTrust shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, MORPHOTRUST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, UPDATES AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL MORPHOTRUST'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR MORPHOTRUST'S SERVICES ACTUALLY PAID BY CUSTOMER TO MORPHOTRUST UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL MORPHOTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR

PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND MORPHOTRUST'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION). THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

#### **VIII. LIMITED LICENSE TO UPDATES**

The terms of the license agreement between MorphoTrust and Customer for the Software shall govern Customer's use of any Updates

#### **IX. U.S. GOVERNMENT REQUIRED FLOW DOWNS.**

A. If the Customer supplies any hardware or hardware components to MorphoTrust under this Agreement, such hardware shall: (1) not include any software or firmware; or (2) unless agreed in advance and in writing by

MorphoTrust's Chief Security Officer or Chief Compliance Officer, only include software or firmware that is either (i) generally available to the public (sold from stock at retail selling points without restriction by means of over-the-counter transactions, mail order transactions, electronic transactions, or telephone transactions) and designed for installation by the user without further substantial support by the Customer; or (ii) in the public domain (not protected by patent or copyright and subject to use and appropriation by anyone). Notwithstanding the foregoing, if Customer is a Safran or Morpho company that is affiliated with MorphoTrust, such Safran or Morpho company shall not supply MorphoTrust with hardware containing any software or firmware unless agreed in advance and in writing by MorphoTrust's Chief Security Officer or Chief Compliance Officer.

B. If Customer is a vendor, consultant, subcontractor, placement service, or any other manner of service provider to MorphoTrust, then unless agreed in advance and in writing by MorphoTrust's Chief Security Officer or Chief Compliance Officer, Customer shall ensure that all of the personnel that Customer makes available to MorphoTrust shall be only United States citizens who have passed a background check by MorphoTrust's trusted third party background check service provider. The term "United States citizen" does not include dual nationals, i.e., U.S. citizens who are also citizens of another country are not "U.S. citizens" for purposes of this requirement. MorphoTrust will provide the required background check forms that Customer personnel shall return to MorphoTrust's Chief Security Officer, and MorphoTrust's Chief Security Officer will notify Customer in writing whether a Customer personnel has or has not passed the background check. Customer shall not make such personnel available to MorphoTrust until after MorphoTrust's Chief Security Officer or Chief Compliance Officer have notified Customer in writing that its personnel have passed the background check. All



Customer U.S. citizen personnel that visit MorphoTrust's facilities shall be escorted by MorphoTrust personnel at all times.

C. If under this Agreement, MorphoTrust provides Customer with MorphoTrust developed software in furtherance of Customer's contract with any U.S. Federal, state or local government entity, then unless agreed in advance and in writing by MorphoTrust's Chief Security Officer or Chief Compliance Officer, Customer shall not provide, share, allow access to, or otherwise disclose any such MorphoTrust developed software to anyone not employed by MorphoTrust or the U.S. Federal, state or local government entity customer of Customer.

D. Any consulting services that are provided by third parties to MorphoTrust require the advance written approval of the United States Government. If Customer is being engaged by MorphoTrust to provide consulting services, then Customer agrees that it shall not begin to provide consulting services to or on behalf of MorphoTrust unless and until MorphoTrust's Chief Security Officer or Chief Compliance Officer provides Customer with written notice that Customer may begin to provide such services. If Customer receives written notice from MorphoTrust of the U.S. Government's approval, such notice may include additional terms and conditions that the U.S. Government requires be imposed upon MorphoTrust and Customer for Customer's rendering of the consulting services. Customer agrees that its acceptance of these additional terms and conditions is made by either (1) Customer commencing performance of its consulting services at any time after receiving such notice from MorphoTrust, or (2) notifying MorphoTrust in writing that Customer accepts such additional terms and conditions.

D. In the course of the Customer's rendering of services to or on behalf of MorphoTrust, no Customer U.S. citizen personnel using

individual or collective DMV (or equivalent agency) records or other U.S. Federal, state or local government entity databases may make data inquiries, compilations, or cross-references of any U.S. Government contract information (including, but not limited to, all data and information obtained or accessed pursuant to the government contract, law enforcement information, U.S. and foreign citizen personally identifiable information, software, source code, technology and trade secrets, passport and border crossing card stock or other security features and related consumable items), unless directly requested by the local, state, or Federal entities themselves. Any data inquiries, compilations, or cross-references of U.S. Government contract information across more than one state database shall require the approval in writing of the U.S. Government. If Customer learns of any unauthorized disclosure of such U.S. Government contract information to any third party, such breach or suspected breach shall be immediately reported by Customer to MorphoTrust's Chief Compliance Officer or Chief Security Officer.

## **X. MISCELLANEOUS**

Excusable delays shall be governed by FAR 52.212-4(f). If the U.S. Government is a party to this Agreement, then this Agreement shall instead be governed by the Federal laws of the United States and interpreted in accordance with the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Equitable remedies are not available against the Government unless explicitly provided by law.

This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist and Purchase Order(s), constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of MorphoTrust and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of MorphoTrust.

## **END-USER LICENSE AGREEMENT**

### **for IDEMIA® MBSS Software**

**IMPORTANT - READ CAREFULLY:** This End-User License Agreement (“**EULA**”) is a legal agreement between you (hereafter “**Licensee**”) and Idemia Identity & Security USA LLC (“**IDEMIA**” or “**Licensor**”) for Licensor’s proprietary IDEMIA® MBSS multi-modal biometric search software which includes any and all associated media provided and otherwise delivered and made available to Licensee (collectively the “**Software**”). By signing any agreement that incorporates this EULA, Licensee agrees to be bound by the terms of this EULA.

The Software is also protected by United States Copyright Laws and international Copyright treaties, as well as other intellectual U.S. and international property laws. The Software is licensed and not sold to Licensee. The Software is commercial computer software and the corresponding documentation is commercial computer software documentation.

**1. GRANT OF LICENSE.** Licensor hereby grants to Licensee a non-exclusive license (“**License**”) to:

- E. install and use one (1) copy of the Software on a Licensee owned and controlled computer system for Licensee’s own internal use within the database size, biometric modality (i.e., face, fingerprint, iris), time period, and other applicable use-based limitations;
- F. use the Documentation solely in furtherance of Licensee’s use of the Software; and
- G. make one (1) archival copy of the Software for disaster recovery purposes.

Where no express time limitation is contained in the order for the Software that is accepted by Licensor, then subject to each of the parties’ termination rights herein and applicable law, the term of the License granted to Licensee for the

Software shall be perpetual. Licensor reserves all rights in and to the Software that have not been expressly granted to Licensee in this EULA.

**2. LICENSE LIMITATIONS AND RESTRICTIONS.** Licensee’s use of the Software is strictly limited to installing and using the Software on no greater than the number of computer system components and within the database size, biometric modality, time period and other use limitations for which Licensor has been paid all applicable license fees by Licensee or a Licensor authorized licensed systems integrator or value added reseller. Licensor may include mechanisms within the Software that limit the Licensee’s use of the Software to the authorized licensed use under Section 1.A. of this EULA. **Except for making one (1) archival copy of the Software for disaster recovery purposes only, Licensee shall not copy, distribute copies, modify or prepare derivative works based on the Software.** Licensee shall not reverse engineer, decompile, or disassemble the Software. Licensee shall not sublicense, rent or lease the Software to any third party.

**3. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS.** All right, title and interest in and to the Software, and any all copies, modifications and derivative works based thereon developed by Licensor, including all rights in Copyright and all other intellectual property rights, shall be owned solely by Licensor. Any third-party software components that may be contained in the Software are licensed to Licensee under the terms and conditions of the third parties’ software license agreements and other documentation that may be contained in the Documentation or other parts of the Software.

**4. LIMITED WARRANTY.** Licensor hereby warrants that the Software will perform materially in accordance with Licensor’s written specifications for the applicable platform for a period of one (1) year from the date of Licensor’s delivery of the Software to Licensee or an

authorized party in Licensor's distribution channel. This limited warranty does not apply to any hardware components of the computer system on which the Software is installed.

**5. DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS EULA, LICENSOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND THEIR EQUIVALENTS UNDER LAWS OF ANY JURISDICTION, WITH REGARD TO THE SOFTWARE AND DOCUMENTATION.

**6. LICENSEE'S REMEDIES.** If Licensor confirms that the copy of the Software delivered by Licensor does not perform as warranted by Licensor, then Licensor will use reasonable commercial efforts to correct or repair the Software and deliver a corrected and warranty compliant version to Licensee. Delivery of a corrected version of the Software does not extend or otherwise modify the original one year period of the Licensor's warranty for the Software. If Licensor, despite using reasonable commercial efforts, determines that it is unable to correct warranty issues with the Software within a commercially reasonable period of time, then Licensor shall so notify Licensee and Licensor's entire liability and Licensee's sole and exclusive remedy shall be, at Licensor's option, either: (a) for Licensor to accept a return of the defective Software from Licensee and refund to Licensee the price paid to Licensor for the defective Software, or (b) deliver a replacement version of software to Licensee that contains no less than the same amount and level of functionality and performance as reflected in the Licensor's specifications for the Software. Any replacement software provided to Licensee will be warranted by Licensor for the remainder of the original warranty period for the Software. Outside the United States, neither these remedies nor any product support services offered by IDEMIA are available without proof of purchase of a license to the Software.

**7. LIMITATION OF LIABILITY.** LICENSOR'S AGGREGATE LIABILITY TO LICENSEE UNDER ANY CASE, CONTROVERSY OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS EULA AND THE PARTIES' AGREEMENTS WITHIN WHICH THE SOFTWARE IS A DELIVERABLE COMPONENT SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY PAID TO LICENSOR FOR THE SOFTWARE AS A COMPONENT OF THE OVERALL SYSTEM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF A REPRESENTATIVE OF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

**8. TERMINATION.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Licensor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

**9. U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is commercial computer software that is provided to Licensee, including derivative works, with RESTRICTED RIGHTS. Use, duplication or disclosure to the United States Government is subject to the restrictions as set forth in Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies, as applicable. Accordingly, you will have the License



rights contained in Sections 1 and 2 of this EULA, and no greater rights in the Software except as may be expressly agreed to in writing by you and IDEMIA.

**10. SOFTWARE UPDATES.** During the term of the Software warranty, Licensor may provide Licensee with one or more generally released updates to the Software. Licensee agrees to use reasonable efforts to qualify, test, and install such updates and acknowledges and agrees that not installing a warranty related update might affect Licensor's ability to provide continued warranty support for the Software. The License terms contained in Section 1 of this EULA govern Licensee's use of all Software updates that may be provided by Licensor.

**11. SOFTWARE SUPPORT SERVICES.** Licensor may offer maintenance and support services for the Software during or after expiration of the Licensor's warranty for the Software. The terms of any Licensor's maintenance and support services for the Software are contained in Licensor's separate form of Software maintenance and support agreement.

**12. GOVERNING LAW.** This EULA shall be governed and construed in accordance with the laws of the United States of America, excluding the conflict of laws principles thereof and excluding the United Nations Convention on the International Sale of Goods.

**13. ENTIRE AGREEMENT / AMENDMENT.** The entire understanding between Licensor and Licensee concerning the License of the subject matter hereof is contained in this EULA. This EULA supersedes all prior and contemporaneous communications and agreements with respect to such subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this EULA. This EULA cannot be changed, modified, or amended except by an instrument in writing executed by both Licensor and Licensee.